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Attorney for Defendants

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Portland Division

SOLAR NATION, INC., a Delaware corporation,  
Plaintiff,

vs.

SOLAR JONES, INC., a Nevada corporation;  
JONATHAN KERSEY, a Nevada resident;  
JEREMY TROUSDALE, a California resident;  
RON KIRKPATRICK, an Oklahoma resident; and

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FINAL JUDGMENT AND ORDER FOR  
PERMANENT INJUNCTION AND OTHER  
EQUITABLE RELIEF

Case No: 3:12-cv-1199-BR

**AMENDED  
STIPULATED FINAL  
JUDGMENT AND ORDER FOR  
PERMANENT INJUNCTION AND  
OTHER EQUITABLE RELIEF**

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RICHARD HILBUN, a Montana resident,  
Defendants.

Plaintiff ("PLAINTIFF") SOLAR NATION, INC, by and through its attorneys, Dayna E. Underhill and Clint D. Robison, has filed a Complaint for Violation of Oregon Trade Secrets Act ORS 646.461 *et seq.*, Breach of Contract, Conversion, Trespass to Chattels, Breach of Confidence, Breach of Covenant of Good Faith and Fair Dealing ("Complaint") against DEFENDANTS. DEFENDANTS, by and through their attorney, Timothy D. Smith, appeared in response to the Complaint.

PLAINTIFF and DEFENDANTS, by and through counsel and the assistance of the Hon. Michael Simon, serving as judicial settlement conference judge, have agreed to settlement of this action without adjudication of fact or law, and without DEFENDANTS admitting any of the non-jurisdictional facts alleged in the Complaint or liability for any of the violations alleged in the Complaint.

To resolve all matters of dispute between them in this action, **PLAINTIFF and DEFENDANTS hereby stipulate to the entry of, and request the Court to enter, this Stipulated Final Judgment and Order for Permanent Injunction and Other Equitable Relief ("Order"):**

1. This Court has jurisdiction over the subject matter of this case and jurisdiction over all parties pursuant to 28 U.S.C. § 1332;
2. Venue in the United States District Court District of Oregon Portland Division is proper under 28 U.S.C. § 1391;
3. The Complaint states claims upon which relief can be granted under the common law of the State of Oregon, Fed. R. Civ. P. 65 and Oregon Uniform Trade Secrets Act, ORS 646.461 *et seq.*, and 15 U.S.C. § 1117;

4. PLAINTIFF and DEFENDANTS have entered into this Order freely and without coercion, and DEFENDANTS acknowledge that they have read the provisions of this Order and are prepared to abide by them;

5. The undersigned, individually and through their counsel have agreed that the entry of this Order resolves all matters of dispute between them arising from the Complaint in this action, up to the date of the entry of this Order;

6. DEFENDANTS waive service of a summons and all rights to seek judicial review or otherwise challenge or contest the validity of this Order;

7. Pursuant to Federal Rule of Civil Procedure 65(d) the provisions of this Order are binding upon DEFENDANTS, and their officers, agents, servants, employees, and attorneys who receive actual notice of this Order by personal service or otherwise and as agreed herein to DEFENDANTS' directors, shareholders, spouses, heirs and assigns and all other persons or entities in active concert or participation with DEFENDANTS who receive actual notice of this Order by personal service or otherwise.

8. This Order is remedial in nature and shall not be deemed or construed as a fine, damages, penalty, or punitive assessment;

9. Each party shall bear its own costs and attorney's fees.

#### I.

#### DEFINITIONS

1. *Corporate Defendant* means Solar Jones, Inc.

2. *Individual Defendants* means JONATHAN KERSEY, a Nevada resident; JEREMY TROUSDALE, a California resident; RON KIRKPATRICK, an Oklahoma resident; and RICHARD HILBUN, a Montana resident.

3. *Defendants* means all of the Individual Defendants and the Corporate Defendant, individually, collectively, or in any combination.

4. *Restricted Entities* means: the individuals and entities (as well as their affiliates and subsidiaries) identified on the Restricted Entity List, attached hereto as Exhibit A.

5. *Competition* with respect to a Restricted Entity means: directly or indirectly providing goods or services to; contacting for business purposes; soliciting; bidding or offering to bid to; selling or offering to sell to; diverting business to; delivering to; accepting business or orders from; contracting with; working as an employee or contractor for; accepting any compensation from directly or indirectly or otherwise dealing with. This refers to actions taken individually, or as an owner, proprietor, manager, officer, agent or servant of another person or entity.

6. "*Protected Information*" is defined as converting any information regarding the following:

(i) Plaintiff's past and present sales activity and data; potential leads on new customers, sales and products; current customer and sales contact information; product pricing data; order data; discussions and/or negotiations with past, present and potential customers; past, existing and future project information; and proprietary product design information.

7. "*Protected Information*" also includes the following Solar Nation, Inc. ("SN") and PK Solar, Inc. ("PK") information:

(ii) information, formulae, compilations, software programs (including object codes and source codes), devices, methods, techniques, drawings, plans, experimental and research work, inventions, patterns, processes and know-how, whether or not patentable, and whether or not at a commercial stage related to SN and PK Solar, Inc.'s business or any subsidiary thereof; (ii) the names, buying habits or practices of SN's and PK Solar's customers; (iii) SN's and PK Solar's marketing methods and related data; (iv) SN's and PK Solar's costs of materials; (vi) the prices SN or PK Solar obtains or has obtained or at which SN's and PK Solar's sells (sic) or has sold its products or services; (vii) lists or other written records used in SN's or PK Solar's Business; (viii) compensation paid to employees and other terms of employment; and (ix) any other confidential information of, about or concerning the SN's or PK Solar's Business, its manner of operation, or other confidential data of any kind, nature, or description.

**II.**

**DEFENDANTS ARE PERMANENTLY ENJOINED and RESTRAINED from:**

1. Directly or indirectly accessing, possessing, retaining, copying or using any Solar Nation, Inc. Protected Information in any manner, specifically including without limitation all business and personal purposes; and
2. Directly or indirectly disclosing, transmitting or making available in any manner, to any person or entity other than Plaintiff, any Protected Information except as may be necessary to comply with the terms of paragraph 3 of the Settlement Agreement, attached hereto as Exhibit B, which requires return of such information to Solar Nation, Inc.; and
3. For a period of four (4) years, Defendants shall not engage in Competition (directly or indirectly) with Solar Nation, Inc. and any of its affiliates and subsidiaries, with respect to the Restricted Entities.

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III.

ACKNOWLEDGEMENT OF RECEIPT OF ORDER BY DEFENDANTS

IT IS FURTHER ORDERED that within seven (7) business days of Defendants' counsel's receipt of this entered Order, all Defendants shall submit to the Court a truthful sworn statement acknowledging receipt of this Order.

STIPULATED TO and DATED this 8<sup>th</sup> day of November, 2012.

CABLE HUSTON BENEDICT  
HAAGENSEN & LLOYD, LLP

HINSHAW & CULBERTSON LLP

By: /s/ Timothy Smith  
Timothy Smith, OSB No. 914374  
Attorney for Defendants

By: /s/ Dayna E. Underhill  
Dayna E. Underhill, OSB No. 926004  
Clint D. Robison, *Pro Hac Vice*  
Attorneys for Plaintiff Solar Nation, Inc.

IT IS SO ORDERED:

DATED: 11/9/2012

  
\_\_\_\_\_  
Honorable District Judge Anna J. Brown

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FINAL JUDGMENT AND ORDER FOR  
PERMANENT INJUNCTION AND OTHER  
EQUITABLE RELIEF

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130464168v1 0932923

**CERTIFICATE OF FILING AND SERVICE**

I hereby certify that on November 8, 2012, I electronically filed the foregoing  
AMENDED \_\_\_\_\_ STIPULATED FINAL JUDGMENT AND ORDER FOR  
PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF and served on the parties  
or attorneys for parties identified herein, in the manner and on the date set forth below:

☒ Will be mailed via first class mail or notified via the court's electronic filing  
system if currently signed up:

Timothy D. Smith  
Cable Huston et al  
1001 SW 5th Ave Ste 2000  
Portland, OR 97204

*Attorney for Defendants*

Respectfully submitted, this 8<sup>th</sup> day of November, 2012.

HINSHAW & CULBERTSON LLP

/s/ Dayna E. Underhill

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Attorney for Plaintiff Solar Nation, Inc.

CERTIFICATE OF SERVICE

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130413660v1 0932923

**RESTRICTED ENTITY LIST--Entity (to include individuals, employees, agents, affiliates, and subsidiaries)**

AES Warrior Run  
American Precision Sheet Metal  
Astral Renewable Energy  
AUO Green Energy  
Avidan Management  
Atlantic Realty  
Berry Plastics Corp  
Bethel Heights Vinyard  
Boulevard Energy  
Burlington Beef  
Century Solar  
CP Advisors  
CRS - Complete Roofing System  
Dynamic Solar  
EDF EN Canada Development  
Energy in the Bank  
Essex County School District  
Evo Earth - Alex Lemus  
Gehrlicher  
Henningsen Cold Storage  
Hovnanian  
Irvington (NJ) Board of Education  
Kushner Hebrew Academy  
Macys  
Metallion Industries  
Multiphase  
N2K Berry Farm  
NEMF  
Northwest Technologies  
Pi Solar  
R & D Coleman  
Rogers Machinery  
Romark Logistics  
Rosauers  
Seaboard Solar  
Sequoyah  
Smiles Fashion  
Solrey  
Solsystems  
Sunham Home Furnishings  
SunConnect  
Syndicated Solar  
True Green Capital  
Tube Specialties Company  
Turtle & Hughes  
Val McHale  
Verdi  
Wanzek  
Warner Energy



REDACTED

3. Consideration. The Parties acknowledge that this Agreement is entered into in consideration of the mutual promises and covenants herein including without limitation the following:

REDACTED

b) Stipulated Permanent Injunction: The Parties (but not Porter) agree to stipulate to the entry of a Permanent Injunction Order by the Court in the form attached as Exhibit A (specifically incorporated as part of this Agreement) or upon such terms as the Court, in its discretion, may enter. The Parties agree further, that each of the terms of the Stipulated Permanent Injunction set forth in Exhibit A attached hereto, including specifically the terms and conditions set forth in Section II of Exhibit A and its applicable definitions, shall apply to each of the Defendants.

Entry of a Permanent Injunction Order by the Court in the form attached as Exhibit A constitutes a material condition to the resolution of claims between the Parties. Therefore Plaintiff retains the right to rescind this Agreement (without any waiver) in the event that the Court exercises its discretion in its entry of the Order such that any of the terms of Exhibit A are materially altered or omitted, or such that the Order is not entered, notwithstanding the paragraph above.

Porter acknowledges and agrees that although he is not a named party to this Suit, does not stipulate to the entry of the Stipulated Permanent Injunction, and is not, therefore, bound by the terms of the Stipulated Permanent Injunction as entered by the Court, he agrees to be and

acknowledges that by signing this Agreement that he will be, bound contractually by each of the terms set forth in Section II of the Stipulated Permanent Injunction pertaining to non-competition, and protection of Solar Nation, Inc.'s Protected Information (and all definitions pertaining to same), as if such terms were explicitly set forth herein.

REDACTED